

TAIT ADVISORY SERVICES, L.L.C., * IN THE CIRCUIT COURT OF

Plaintiff, * WILCOX COUNTY, ALABAMA

vs. * CIVIL ACTION NO. CV-2004- 95

DEALERS ASSURANCE COMPANY; *

DEALERS ALLIANCE CORPORATION; *

SOUTHWEST REINSURE, INC.; *

SOUTHWEST RE HOLDINGS, INC.; *

and JAMES B. SMITH; *

Defendants. *

Filed Ralph W. Ervin

JUL 14 2004

Circuit Court Clerk

COMPLAINT

1. Plaintiff, Tait Advisory Services, L.L.C., is a limited liability company doing business in Wilcox County, Alabama.

2. Defendant, Dealers Assurance Company, is a corporation doing business in the State of Alabama. Defendant, Dealers Alliance Corporation, is a corporation domiciled in the State of Ohio and is the parent company of Dealers Assurance Company. Southwest Reinsure, Inc., is a corporation domiciled in the State of New Mexico. Southwest Re Holdings, Inc. is a corporation domiciled in the State of New Mexico. James B. Smith is an individual residing in the State of New Mexico.

3. On or about February, 2003 a contract existed between the plaintiff and the defendants pursuant to which the defendants agreed to pay plaintiff for services rendered in the acquisition of Dealers Alliance Corporation and Dealers Assurance Company by Southwest Reinsure, Inc. and/or Southwest Re Holdings, Inc.

4. The agreed compensation for the services provided by plaintiff was the sum of \$230,000.00--and seven and one-half percent of the stock of Dealers Alliance Corporation.

EXHIBIT

A

5. Defendants have paid plaintiff the agreed \$230,000.00 compensation. The defendants, acting through its agents and employees, have breached their contract with the plaintiff in that they have failed and refused to pay plaintiff the seven and one-half percent stock interest in Dealers Alliance Corporation.

6. As a proximate result of the defendants' breach of contract, the plaintiff has been damaged as follows: Its business has suffered because of the loss of income from the failure of the defendants to pay it for services rendered and out of pocket expenses.

7. As a result of the defendants' breach, plaintiff has required the services of attorneys to represent it and has been damaged by defendants' breach of their contract with plaintiff.

WHEREFORE, the plaintiff demands judgment for actual and compensatory damage against the defendants under Count I of the complaint in such amount as the jury may award (exceeding the jurisdictional minimum of this Court), reasonable attorney fees and costs.

COUNT II

8. The plaintiff adopts and realleges by reference paragraphs 1 through 7 of Count I of the Complaint.

9. Plaintiff alleges that defendants have been guilty of bad faith, outrageous conduct, negligence, willfulness, oppressiveness, malicious, fraudulent conduct, and recklessness by failing to pay plaintiff for the services rendered as aforesaid described.

10. As a proximate result of the conduct of defendants, plaintiff has suffered damages in the denial of contractual rights due it under the said contract, and interest as provided by law.

WHEREFORE, the plaintiff demands judgment for actual, compensatory and punitive damages against the defendants under Count II of the complaint in such amount as the jury may award (exceeding the jurisdictional minimum of this Court), reasonable attorneys fees and costs.



Attorney for Plaintiff

Donald M. McLeod
Attorney at Law
Post Office Box 788
Camden, Alabama 36726
MCL011
Attorney for Plaintiff

JURY DEMAND

The plaintiff demands a trial by struck jury of all issues in this cause.



Attorney for Plaintiff

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| TAIT ADVISORY SERVICES, L.L.C., | * | IN THE CIRCUIT COURT OF |
| Plaintiff, | * | WILCOX COUNTY, ALABAMA |
| vs. | * | CIVIL ACTION NO. CV-2004-95 |
| DEALERS ASSURANCE COMPANY; | * | |
| DEALERS ALLIANCE CORPORATION; | * | |
| SOUTHWEST REINSURE, INC.; | * | |
| SOUTHWEST RE HOLDINGS, INC.; | * | |
| and MARK E. ANDERSON; | * | |
| Defendants. | * | |

Filed Ralph W. Ervin
AUG 27 2004
Circuit Court Clerk

AMENDED COMPLAINT

Comes the plaintiff, Tait Advisory Services, L.L.C., in the above styled cause, by and through its attorney, and with leave of Court first had and obtained, amends the original complaint filed in this cause by adding Court Three as follows:

COUNT THREE

1. Plaintiff adopts and realleges by reference paragraphs 1 through 10 of Counts I and II of the Complaint herein.

2. At all times mentioned, defendant Mark E. Anderson was employed by plaintiff pursuant to a written contract of employment.

3. While in the employ of plaintiff, and at a time when defendant owed to plaintiff a duty of trust and confidence, Mark E. Anderson, notwithstanding the fiduciary obligation to plaintiff, commenced on a course of fraudulent, willful,

malicious, and unlawful conduct in his business dealings regarding the sale of defendant, Dealers Assurance Company to defendant, Southwest Re Holdings, Inc.

4. At a time when defendant, Mark E. Anderson owed to plaintiff a duty of trust and confidence, defendant wrongfully interfered with plaintiff's business relationship with the other named defendants and represented that he was acting in his sole and individual capacity and not as an employee of the plaintiff.

5. As a result of the defendant, Mark E. Anderson's wrongful actions, the other named defendants have failed to pay it for services rendered regarding the sale of defendant Dealers Assurance Company to defendant Southwest Re Holdings, Inc.

6. As a result of defendant, Mark E. Anderson's willful, fraudulent, malicious and unlawful conduct, plaintiff has been damaged in that its business has suffered because of the loss of income from the failure of the other named defendants to pay it for services rendered and out of pocket expenses.

7. Defendant, Mark E. Anderson, received and disbursed funds belonging to the plaintiff during the time of his employment and has not provided an accounting of said funds to the plaintiff.

WHEREFORE, plaintiff requests judgment against defendant, Mark E. Anderson, as follows:

1. Judgment for actual and compensatory damages;

2. Judgment for punitive damages;
3. An order of this Court that the defendant, Mark B. Anderson, provide an accounting of all money received and disbursed by him during the time of his employment with plaintiff;
4. An award of attorney fees and costs expended in this action.
5. Such other and further relief to which plaintiff might be justly entitled on a trial of this cause.



Attorney for Plaintiff

Donald M. McLeod
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Post Office Box 788
Camden, Alabama 36726
MCL011


Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing on the following counsel for the defendants by placing copies of same in the United States Mail, properly addresses and postage prepaid this the 27th day of August, 2004.

Mr. Christopher M. Moody
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